

ELECTRONICALLY FILED
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County of San Diego
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Clerk of the Superior Court
By J. Siharath ,Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

ROSEANN PETERPAUL, as an individual
and on behalf of all other aggrieved
employees,

Plaintiff,

vs.

T. G. T. ENTERPRISES, INC., dba
ANDERSON DIRECT & DIGITAL, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 25CU029949C

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Roseann Peterpaul (“Plaintiff”), on behalf of herself and all other aggrieved
2 employees, hereby brings this Representative Action Complaint against Defendant T. G. T.
3 Enterprises, Inc., dba Anderson Direct & Digital, a California corporation; and DOES 1 to 100,
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all other aggrieved employees, hereby brings
7 this representative action for recovery of civil penalties under California Labor Code §§ 2698 *et*
8 *seq.*

9 2. This Court has jurisdiction over Defendants because, upon information and belief,
10 Defendants are citizens of California, Defendants have sufficient minimum contacts in
11 California, or otherwise intentionally avail themselves to the California market so as to render
12 the exercise of jurisdiction over them by the California courts consistent with the traditional
13 notions of fair play and substantial justice.

14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
17 complained of herein occurred in the County of San Diego. Further, at all times relevant herein
18 Plaintiff was employed by Defendants within the County of San Diego.

19 **PARTIES**

20 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident, residing in the County of San Diego. During
22 the one year immediately preceding Plaintiff’s giving of the required notice under the PAGA, and
23 within the statute of limitations periods applicable to the cause of action pled herein, Plaintiff was
24 employed by Defendants as an hourly non-exempt employee.

25 5. Plaintiff is informed and believes, and based thereon alleges, that during the one
26 year preceding Plaintiff’s giving of the required notice under the PAGA and continuing to the
27 present, Defendants did (and do) business by providing marketing and advertising services to
28 businesses, and employed Plaintiff and other similarly-situated hourly non-exempt employees

1 within the County of San Diego and, therefore, were (and are) doing business in the County of
2 San Diego and the State of California.

3 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
4 herein, Defendants were licensed to do business in California and the County of San Diego, and
5 were the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 16).

6 7. Plaintiff does not know the true names or capacities, whether individual, partner,
7 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
9 amend this Representative Action Complaint when such true names and capacities are
10 discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious
11 defendants, whether individual, partners, or corporate, were responsible in some manner for the
12 acts and omissions alleged herein, and proximately caused Plaintiff and the Aggrieved
13 Employees (as defined in Paragraph 16) to be subject to the unlawful employment practices,
14 wrongs, injuries, and damages complained of herein.

15 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
16 herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees (as
17 defined in Paragraph 16).

18 9. At all times herein mentioned, each of said Defendants participated in the doing
19 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
20 Defendants, and each of them, were the agents, servants, and employees of each and every one
21 of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
22 were acting within the course and scope of said agency and employment. Defendants, and each
23 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
24 omissions complained of herein.

25 10. At all times mentioned herein, Defendants, and each of them, were members of
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
27 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
28 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the

Aggrieved Employees (as defined in Paragraph 16).

REPRESENTATIVE ACTION ALLEGATIONS

11. Plaintiff was employed by Defendants as a non-exempt “Senior Data Processing Programmer” or “Data Processing – Senior Production Programmer” from approximately 2022 through approximately April 5, 2024.

12. Defendants failed to provide Plaintiff and other aggrieved employees with all legally compliant meal periods due to Defendants’ meal period policies/practices, which resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and interrupted first meal periods. Furthermore, Plaintiff and other aggrieved employees often worked shifts in excess of 10.0 hours but were not provided a second meal period, due to Defendants’ meal period policies/practices, which failed to provide second meal periods for shifts in excess of 10.0 hours. On those occasions when Plaintiff and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, Defendants did not always compensate Plaintiff and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. On those occasions when Defendants did pay a meal period premium to Plaintiff and other aggrieved employees, Defendants failed to provide Plaintiff and other aggrieved employees with an additional hour of premium pay at the regular rate of pay in each instance in which a violation occurred. Specifically, although Plaintiff and other aggrieved employees received Incentive Pay (including payments denoted as “Bonus” on wage statements), Defendants paid meal period premiums at the base rate of pay without any adjustments for the receipt of Incentive Pay, thereby miscalculating and underpaying the meal period premiums paid. *See Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878 (holding that “the term ‘regular rate of compensation’ in section 226.7(c) has the same meaning as ‘regular rate of pay’ in section 510(a) and encompasses not only hourly wages but all nondiscretionary payments for work performed by the employee.”).

13. Plaintiff and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods due to Defendants’ rest period policies/practices, which failed

1 to authorize and permit an off-duty rest period for every four hours worked, or major fraction
2 thereof. Specifically, due to work demands imposed by Defendants, Plaintiff and other aggrieved
3 employees were regularly prevented from being relieved of all work duties during required rest
4 periods. On the occasions when Plaintiff and other aggrieved employees were not provided with
5 all legally-compliant rest periods to which they were entitled, Defendants failed to compensate
6 Plaintiff and other aggrieved employees with the required rest period premium for each workday
7 in which they experienced a rest period violation as mandated by Labor Code § 226.7. Upon
8 information and belief, during at least a portion of the relevant time period, Defendants
9 maintained no payroll code or other mechanism for the payment of rest period premiums as
10 required by Labor Code § 226.7 in the event a legally compliant rest period was not provided to
11 their non-exempt employees.

12 14. Defendants also failed to reimburse Plaintiff and other aggrieved employees for
13 all necessary business expenses. Specifically, for a portion of their employment, Plaintiff and
14 other aggrieved employees worked remotely at their residences. While working remotely,
15 Plaintiff and other aggrieved employees were required to use their personal cellular phones,
16 computer, internet services, and pay for electricity to perform their work duties for Defendants.
17 Plaintiff and other aggrieved employees were also required to purchase office supplies, such as
18 pens, paper, printer ink, desks, and chairs, in order to perform their work duties for Defendants.
19 Despite Defendants requiring Plaintiff and other aggrieved employees to personally incur these
20 necessary business expenses, Defendants failed to reimburse Plaintiff and other aggrieved
21 employees for these necessary business expenses. As a result, Defendants failed to reimburse
22 Plaintiff and other aggrieved employees for all business expenses incurred in the course of their
23 employment.

24 15. As a result of Defendants' failure to pay all meal and rest period premium wages,
25 Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,
26 itemized wage statements. As a further result of Defendants' failure to pay all meal and rest
27 period premium wages, Defendants failed to timely pay Plaintiff and other former non-exempt
28 employees all wages owed at the time of their respective separations from employment.

1 16. Based on the foregoing, Plaintiff seeks to represent herself and other aggrieved
2 employees, as defined by Labor Code § 2699(c), who have been aggrieved by the Labor Code
3 violations discussed herein.

4 **FIRST CAUSE OF ACTION**

5 **PRIVATE ATTORNEYS GENERAL ACT**

6 **(AGAINST ALL DEFENDANTS)**

7 17. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
8 fully set forth herein.

9 18. Defendants have committed several Labor Code violations against Plaintiff and
10 other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor
11 Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this
12 representative action against Defendants to recover the civil penalties due to Plaintiff, other
13 aggrieved employees, and the State of California according to proof, including, but not limited
14 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
15 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for
16 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for
17 each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
18 employee per pay period; (3) \$250.00 for each initial violation; and \$1,000.00 for each subsequent
19 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for
20 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
21 those violations of the Labor Code for which no civil penalty is specifically provided, based on
22 the following Labor Code violations:

- 23 a. Failing to provide all legally required meal periods, or to pay premium pay in lieu
24 thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in
25 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 26 b. Failing to authorize and permit all legally required rest periods, or to pay premium
27 pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate
28 of pay in violation of Labor Code §§ 226.7, 516, 558, and 1198;

- c. Failing to reimburse Plaintiff and other aggrieved employees for all necessary expenditures incurred in violation of Labor Code §§ 2802 and 2804;
- d. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- e. Failing to timely pay all final wages due to Plaintiff and other aggrieved employees in violation of Labor Code §§ 201, 202, and 203;
- f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174 and 1198.

19. On or about April 4, 2025, Plaintiff notified Defendant T.G.T. Enterprises, Inc., via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 20 (a)-(g). Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

20. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to receive under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure

1 to pay each employee and \$200 for each subsequent violation or willful or intentional violation
2 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
3 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
4 pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation
5 and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per
6 pay period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation
7 per employee per pay period for those violations of the Labor Code for which no civil penalty is
8 specifically provided, based on the Labor Code violations identified in Paragraph 20 (a)-(g);

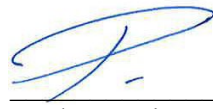
9 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
10 2699(g) and Code of Civil Procedure § 1021.5; and

11 3. For such other and further relief the Court may deem just and proper.

12
13 Dated: June 9, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

14
15 By:




Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff